

## **REMARKS/ARGUMENTS**

Claims 1-4, 8-15, 19-26, 28 and 30 are pending in the present application. Claims 1, 2, 8, 11, 14, 15, 19, 25 and 26 have been amended, and Claim 5-7, 16-18, 27 and 30 have been cancelled, herewith. Reconsideration of the pending claims is respectfully requested.

Applicants are not conceding in this application that these Claims 1-4, 8-15, 19-26, 28 and 30, prior to their being amended herewith, are not patentable over the cited art provided by the Examiner, as the present claim amendments and cancellations are only for facilitating expeditious prosecution of the pending claims. Applicants respectfully reserve the right to pursue these and other claims, including the ones being cancelled herewith, in one or more continuation and/or divisional patent applications.

### **I. Objection to Claims**

Claims 7 and 11 were objected to because of various informalities. In response, Claim 11 has been rewritten to overcome this objection. As further described below, Claim 7 has been cancelled herewith, without prejudice or disclaimer.

Thus, the objection to the claims has been overcome.

### **II. 35 U.S.C. § 103, Obviousness**

Claims 1-6, 9-11, 13-17, 20-22, 24, 25-26 and 28-30 stand rejected under 35 U.S.C. § 103 as being unpatentable over Nassar, European Patent Application No. EP 1096405 A2 in view of Anderson et al., (U.S. Publication No. 2002/0178226). This rejection is respectfully traversed.

Independent Claims 1, 14 and 25 have been amended to include features previously recited in Claims 5-7, and thus Applicants will discuss the rejection of these independent claims and their associated dependent claims in the discussion below regarding the Claim 7 rejection.

In addition, Claims 5, 6, 16, 17 and 30 have been cancelled herewith, without prejudice or disclaimer.

Therefore, the rejection of Claims 1-6, 9-11, 13-17, 20-22, 24, 25-26 and 28-30 under 35 U.S.C. § 103 has been overcome.

### **III. 35 U.S.C. § 103, Obviousness**

Claims 7-8, 18-19 and 27 stand rejected under 35 U.S.C. § 103 as being unpatentable over Nassar, European Patent Application No. EP 1096405 A2 in view of Anderson et al., (U.S. Publication No. 2002/0178226) and further in view of Brice et al., (U.S. Publication No. 2004/0128193). This rejection is respectfully traversed.

Claim 1 has been amended to include the features previously recited in Claims 5-7 (with Claims 5-7 thus being cancelled herewith, without prejudice or disclaimer), including the addition of particular features pertaining to (1) the rule set (per original Claims 5 and 6), and (2) how the travel arrangements are modified (per original Claim 7). Specifically, Claim 1 now recites that the rule set includes (i) information indicating under what conditions a discrepancy between the prearranged travel plan and the current travel information is to be resolved (by altering downstream segments of the prearranged travel plan), and (ii) information indicating a manner by which the discrepancy is to be resolved. None of the cited references teach or suggest these particular claimed features being associated with a rule set. For example, none of the cited references teach or suggest “wherein the rule set includes information indicating under what conditions a discrepancy between the prearranged travel plan and the current travel information is to be resolved by altering downstream segments of the prearranged travel plan, and wherein the rule set further includes information indicating a manner by which the discrepancy is to be resolved”. As can be seen, there are several unique aspects to the claimed rule set. First, discrepancy criteria are provided by the rule set that indicates under what conditions a discrepancy resolution occurs (where travel plans are modified per other aspects of Claim 1). Second, criteria pertaining to how the discrepancy is actually resolved is also provided by the claimed rule set. None of the cited references teach or suggest a rule set that is used in rescheduling travel arrangements that includes both what invokes the discrepancy resolution as well as how to actually resolve the discrepancy. Thus, for this reason alone it is urged that amended Claim 1 is not obvious in view of the cited reference.

In rejecting Claim 5, whose rule set features are now a part of amended Claim 1, the Examiner states that the ‘under what conditions’ aspect of the claimed rule set is taught by Andersen since Anderson teaches in paragraph 0029 “In one embodiment, whether or not automated assistant 100 would engage in making such arrangements on behalf of a user would depend on whether or not information within rules 136 indicates that a user is willing to allow automated assistant 100 to do so”. Applicants urge error, as a determination of whether or not to allow the making of changes does not teach *under what conditions a discrepancy resolution occurs*, but instead is a global enable/disable of whether to allow discrepancy resolution to occur at all. In any event, Applicants have further amended Claim 1 to further emphasize this distinction, as time-related information in the rule set is used in determining under what conditions a discrepancy should be resolved.

In addition, and as previously described, Claim 1 has been amended to include features pertaining to how the travel accommodations are modified, as previously recited in Claim 7. Specifically, Claim 1 now recites that the step of automatically contacting at least one agency computing device to modify travel accommodations associated with the travel plan includes (i) negotiating with the at least one agency computing device to obtain new travel accommodations, and (ii) applying user established preferences to

the negotiation with the at least one agency computing device. In rejecting Claim 7 (whose features are now a part of amended Claim 1), the Examiner acknowledges that neither the cited Nassar reference nor the cited Anderson reference teach the claimed agency computing device negotiation feature. In an attempt to overcome such teaching deficiency, the Examiner cites Brice Figure 1 and paragraph 0052 as teaching this claimed agency computing device negotiation feature. As stated by Brice at paragraph 0052:

[0052] The results of the monitored activities are compared to one or more marketing goals for **seller 111 and/or a partner of seller 111, such as an airline**. The marketing goals may be maintained as quantifiable data values, such as certain market share numbers for specific products, increasing revenue, increasing exposure (e.g., content renderings on one or more web pages) of certain products offered by a seller partner, etc. Based on the comparisons, transaction analysis module 112 may adjust the scoring logic used to assess penalties to the characteristics of selected flight options, the merchandising rules that affect the rendering characteristics of the flight options in a delivered document, and/or pricing methodologies, which include **adjustments to prices for each flight option based on predetermined and negotiated deals with selected carriers** (step 320). Once the merchandising rule(s) are adjusted, transaction analysis module 112 may allow offer generating module 110 to generate updated purchase offers in a manner similar to the process shown in FIG. 2 (step 330).

As can be seen, though this passage makes mention of the word ‘negotiated’, both (1) the actual terminology is different from what is claimed, and (2) the actions associated with this (improper) terminology is different from what is claimed. As to the terminology, the word ‘negotiated’ is past tense and this passage therefore describes a predetermined/preexisting deal that has already been negotiated. In contrast, per the features of amended Claim 1, and automated negotiation step is actually being performed. The difference between a past tense act and a present tense act is significant. For example, a person who has died (past tense) is in a very different state from a person who is dying (present, active tense). A teaching of a past deal having been already negotiated does not teach or otherwise suggest the claimed active step of an actual negotiation with an agency device, as claimed.

As to the associated actions being different, there are several reasons for such difference. First, the parties for which the negotiated deal pertains to are different between what is described by this cited passage and what is recited in amended Claim 1. Brice teaches that the negotiated deal is between the seller and one of the seller’s 3<sup>rd</sup> party contractors/partners (i.e. an airline for which the travel services will

potentially be utilized by a traveler). In contrast, the negotiation per amended Claim 1 is between an agency computing device *and the actual itinerary monitoring system*. Secondly, this cited passage does not describe any type of automated negotiation whereby travel changes are automatically negotiated without traveler/user involvement. Brice describes that a user manually requests a quote (Brice paragraph 0031), with a resulting purchase offer being presented on the display of a computing device for possible user manual selection, as shown by the following Brice passage at paragraph 0027:

[0027] User 140 represents a user that may operate a computing system that includes a browser application executed by a processor and a display device that presents information to the user. In one aspect of the invention, **user 140 may request and receive, via the browser application (or other interface software for facilitating communication with an application running on a remote machine), one or more purchase offers provided by offer generating module 110. The purchase offers may be processed by the browser and presented in the display device included in the computing system operated by the user.**

Thus, it is urged that the cited Brice reference does not in fact overcome the teaching/suggestion deficiency pertaining to how the travel arrangements are actually modified, and in particular the cited Brice reference does not teach or suggest the claimed feature of “wherein automatically contacting at least one agency computing device to modify travel accommodations associated with the travel plan includes negotiating with the at least one agency computing device to obtain new travel accommodations and applying user established preferences to the negotiation with the at least one agency computing device, such negotiation occurring without involvement of the user”. Thus, it is urged that the present amendment to Claim 1 has overcome the obviousness rejection thereof.

Further with respect to the Claim 7 rejection, the Examiner notes that the cited Nassar reference teaches ‘applying user established preferences’ at column 3, lines 52-54 and column 6, lines 27-30. It is urged that these cited passages only describe the *creation* of travel preferences, but does not teach or suggest the particular usage of travel preferences as per the features of amended Claim 1. In particular, there is no teaching or suggestion of *applying user established preferences when automatically negotiating with an agency computing device*. Rather, the Nassar travel preferences pertain to things such as type of airline seat (window/aisle) or hotel room, as well as particular notification features pertaining to how to notify the user when an itinerary change occurs. (Nassar paragraph 0033). Nassar provides no teaching, or other motivation to modify such teachings to provide, of applying user established preferences *when negotiating with an agency computing device*, as expressly recited in amended Claim 1.

Applicants traverse the rejection of the remaining pending claims for similar reason to those given above with respect to Claim 1, either due to their dependency on Claim 1 or as containing the missing features identified above with respect to Claim 1.

Therefore, the rejection of Claims 7-8, 18-19 and 27 under 35 U.S.C. § 103 has been overcome.

**IV. 35 U.S.C. § 103, Obviousness**

Claims 12 and 23 stand rejected under 35 U.S.C. § 103 as being unpatentable over Nassar, European Patent Application No. EP 1096405 A2 in view of Anderson et al., (U.S. Publication No. 2002/0178226) and further in view of Zobell et al., (U.S. Patent No. 6,606,553). This rejection is respectfully traversed for similar reasons to those given above with respect to Claim 1, as the newly cited Zobell reference does not overcome the teaching/suggestion deficiency identified above with respect to Claim 1.

Therefore, the rejection of Claims 12 and 23 under 35 U.S.C. § 103 has been overcome.

**V. Conclusion**

It is respectfully urged that the subject application is patentable over the cited references and is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

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Respectfully submitted,

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